



LEASE

BETWEEN: BTC Student Housing Kelowna Ltd. (the Landlord)
c/o Domus Student Housing Inc.,
295 Weber Street North Suite 7, Waterloo, ON N2J3H8
Office: 519-342-0608 Rental Hotline: 519-572-0278
Fax: 519-342-0697 Email: info@domushousing.com

BTC Student Housing Kelowna Ltd.
Signed by Landlord or Authorized Agent

AND

Sample Resident Room: 1 (the Tenant)
Signed

By signing above I, the Tenant, acknowledge that I have read, understood and agree to the details of this lease agreement and the following attached addendums:

- Addendum A - Lease Details
Addendum B - Standard Terms
Addendum C - Internet
Addendum D - Furniture

I acknowledge receipt of a copy of this agreement including all addendums listed above and agree to all terms and conditions.

DESCRIPTION OF PREMISES, TERM AND RENT:

The landlord hereby agrees to lease to you, the Tenant, Room: 1 located in 842 Academy Way Unit 132, Kelowna, BC, V1V3E5, hereinafter the "Rented Premises", for your exclusive use, together with a right in common with the other tenants of the Rented Premises to use the common areas of the Rented Premises.

TERM AND USE:

You the Tenant, agree to lease the Room and Rented Premises only for residential use and for a term as follows:

Term of this lease will begin the 1st day of September, 2017 at 2:00 p.m. ("Beginning Date") and end the 27th day of August, 2020 at 2:00 p.m. ("Expiry Date") but the Tenant may shorten the Term only as follows:

- The tenant may, up until January 15, 2018, give written notice to terminate the tenancy as of Aug 27th, 2018.
The tenant may, up until January 15, 2019, give written notice to terminate the tenancy as of Aug 27th, 2019.
The tenant may, up until January 15, 2020, give written notice to terminate the tenancy as of Aug 27th, 2020.

The Tenant shall be personally liable for rent payable for the Room and for the damage to the Room or chattels therein provided by the Landlord and the Tenant shall be jointly and severally liable with other Tenants of the Rented Premises for damage to common areas and chattels in common areas of the Rented Premises.

Repairs needed for appliances such as refrigerator, stove and washer/dryer shall be the responsibility of the Landlord unless they are needed as a result of use other than normal wear and tear. Landlord shall provide the following chattels

inside the unit: **Fridge, Stove, Microwave, A/C.**

## RENT

Tenant agrees to pay total monthly rent **NOT** including **\$925.00/month**  
Hydro, Water/Sewer, Gas, Water Heater Rental, Cable television, Internet, Parking,  
Furniture

Tenant agrees further to pay separate charge for additional Hydro, Water/Sewer, Gas, Water Heater Rental, Internet, Furniture and where excessive use of such services results in charges exceeding \$50.00 per Tenant of the Rented Premises, such additional charges shall be paid, on a pro rata basis, by each Tenant of the Rented Premises. **\$50.00/month**

Tenant agrees to pay for any utilities **NOT** included in the above utility fee at their own expense and effort, including setting up any necessary accounts and handling all monthly payments.

**TOTAL MONTHLY RENT (IF PAID ON TIME) \$925.00/month**

These sums are due in advance and the Tenant agrees to pay them as follows:

- a) \$450.00 as a security deposit due at the signing of this lease.
- b) \$925.00, due on the first day of each month starting the "Beginning Date". These should be forwarded to the Landlord in the form of a void cheque/authorization for electronic funds transfer..

**AGREEMENT FOR ADDED CHARGES:** The Tenant agrees not to install additional appliances in Rented Premises without prior written consent of the Landlord. If additional appliances are placed in the Rented Premises, regardless of use, the Tenant agrees to pay an additional charge of \$30.00 per month per appliance.

**If you are moving in to a newly constructed building, check this page often for an update on your scheduled move-in:**

<http://www.domushousing.com/events.php>

## Addendum A - LEASE DETAILS

**1. DELIVERY OF POSSESSION:** If the Landlord is unable to provide possession of the Room on the Beginning Date because a previous resident refuses to leave, or for any other reason, the Landlord will not be responsible for failure to give you possession on that date. However, the rent payable under this lease will be adjusted so that you will only be responsible for rent from the date possession of the Room is delivered to you. The original Expiry Date of the term of the Lease will not be extended but if the Room is not delivered to you within 30 days from the Beginning Date, either the Tenant or the Landlord may terminate this Lease by giving the other notice in writing. If you occupy the Room it shall be conclusive evidence that you are satisfied with the physical condition of the Rented Premises.

**2. ENTRY:** Tenant agrees that at all reasonable times during the term of this lease; Landlord or its agents may enter the Rented Premises for the purpose of inspection, cleaning, repairs or renovations as necessary provided reasonable notice is given to the tenants. Monthly or bi-monthly inspections of all units will be completed at the Landlord's discretion with reasonable notice. Furthermore the Tenant agrees that the Landlord may enter the leased premises in the manner specified under the provincial guidelines for the purpose of exercising its rights to show the premises to prospective new tenants; communication will be sent by email to Tenants. Emergency entry may also be necessary in the event of fire or flood or any other event that warrants emergency entry.

**3. ASSIGNMENT OR SUBLEASING:** Tenant agrees not to vacate, sublet or assign to another person any part of the Rented Premises without the advanced written consent of the Landlord and, while the Landlord will not unreasonably withhold consent to sublet or assign, it is agreed that it shall be reasonable for the Landlord to withhold such consent if the sub-tenant or assignee is not a student. If the Tenant is renting a room/unit that follows specific criteria (i.e. females only), the Tenant agrees that unless the same specific criteria is met, consent to sublet or assign may be reasonably withheld.

**4. CARE OF PREMISES:** Tenant shall keep the Rented Premises in clean conditions and is responsible for replacing all light bulbs, fuses, resetting breakers, and unclogging toilets. Should you need a plumber to unclog your toilet and it is found to be the Tenant's fault the toilet was clogged, the charge for the plumber will be the responsibility of the Tenant. Tenant shall not make any alterations including paint, wallpaper, nails or picture hangers in the premises without the written consent of the Landlord. Any additional repairs or cleaning required at the end of the lease term to be made by the Landlord, except repairs resulting from regular normal wear and tear, or those noted in initial tenancy deficiency report completed upon move in, shall be charged equally to all relevant Tenants.

**5. JOINT AND SEVERAL RESPONSIBILITIES OF GUARANTORS:** The Guarantor guarantees to the Landlord, FOR THEIR RESPECTIVE SON/DAUGHTER'S PORTION, the payment by the Tenant of rent and all other sums of money and all other obligations and liabilities of the Tenant in accordance with the provisions of this Lease and the Personal Guarantee which is attached to, and forms a part of, this lease.

**6. LOCKS AND KEYS:** The Tenant shall not alter or add to the locking system on any entry or Room door of the Rented Premise without written permission of the Landlord. In the event the Tenant locks himself out of the Rented Premise, the Landlord shall not be obligated to unlock the rented premise under a certain time frame. The Tenant shall be responsible for all costs of re-entry, including but not limited to locksmith charges, charges for damage howsoever caused, and any service charge payable to the Landlord if the Landlord agrees to unlock the Rented Premises (\$40.00 per visit). Keys must be returned upon termination of the Lease. Lost keys are subjected to replacement charge.

**7. RULES AND REGULATIONS:** The Tenant agrees to comply with the Rules and Regulations of this Lease and to perform all covenants herein contained.

- a) Tenant shall not remove any of the appliances provided nor bring any major appliances into the Rented Premises without prior written consent of Landlord and shall not use portable electric heaters, hot plates, or portable/window air conditioners and any breach of this Rule will subject the Tenant to a fine or extra fee at the Landlord's discretion.
- b) No bicycles shall be kept inside individual units. Bicycles must be stored in the designated areas.
- c) Tenant shall do cleaning of kitchen and bath routinely; this is to include but not limited to weekly cleaning of floors, toilets, bathtubs and appliances. **Cooking to be limited to kitchen area only.**

- d) Tenant is responsible for their own garbage disposal. It is expressly agreed and understood that garbage must not be stored for periods of time inside the unit but must be placed in the appropriate containers outside the Rented Premises as designated by the Landlord. If applicable, move these containers to the curb and back on garbage/recycling day.

Should a pest control problem, such as mice or any other vermin, be caused by a result of continually leaving opened food and garbage around the property, the charge of pest removal will be at the cost of the Tenant.

- e) Tenant is responsible for any damage caused by guests he or she allows on the premises.
- f) Tenant shall not keep any pets on the property.
- g) Landlord shall not be liable with respect to Tenants' or guests' vehicle parking fines, loss or damage to vehicles, including contents, for vehicles parked at the Rented Premises. No parking on grass.
- i) Private vehicles or other motorized vehicles will be parked only in spaces or areas allotted to them by the Landlord and not in any other spaces. (Please see our Parking Policy: [https://www.domushousing.com/parking\\_policy.pdf](https://www.domushousing.com/parking_policy.pdf).) **Parking is not guaranteed.**
  - ii) Any vehicle to be parked in a location other than the allocated parking space, or areas, or should any such vehicle remain in the allotted parking space or area for such time that we believe the vehicle has been abandoned, the Landlord shall be entitled to remove the vehicle from the Property at the owner's risk and expense.
- h) The Landlord will maintain access to and from the Rented Premises including snow removal from the walkways and sidewalks. At the Landlord's discretion, driveways are excluded from snow removal if the Rented Premises is a house and are the responsibility of the tenants.
- i) Smoking is prohibited inside the Rented Premises and within 5 meters of any entrance to the premises, including balconies.
- j) Heat to be maintained at a temperature of not less than 15 degrees Celsius while tenants are on holidays so as not to freeze pipes.
- k) Tenant is to notify in writing of any damage or structure defects, defective fire alarms, fire extinguishers and exit lights. The Tenant agrees not to remove or tamper with any fire alarm or extinguisher.
- l) There are no barbeques permitted on balconies or inside the Rented Premise.
- m) Tenant agrees to not cause or permit any noise or interferences which are disturbing to the comfort or reasonable enjoyment of others at the Rented Premise.
- n) Landlord is not required to provide tub or shower curtains; that is the responsibility of the Tenant.
- o) If fire occurs due to negligence of any tenant/subtenant/guests of tenants or subtenants which would render the unit uninhabitable the Landlord shall NOT be required to provide alternate accommodation for the Tenant. The Tenant shall be required to pay for damages and also continue fulfilling all terms of the lease, including payment of monthly rent.
- p) Guests are only allowed to stay for a maximum of 2 nights consecutively and/or per week. No double occupancy as per the municipal by-law. Unauthorized occupancy is subject to trespassing charges.
- q) If renting off floor plans, measurements and layout are subject to change without notice. E. & O.E.
- r) Tenant agrees that he/she and persons permitted at the Rented Premises by the Tenant shall comply with Landlord's "No Smoking" policy, which prohibits smoking of any substance in the Rented Premises or in common areas of the property at which the Rented Premises is located. Breach of this term shall result in a fine and enforcement as set out in Addendum D: Waiver.

**8. INSURANCE:** Tenant shall, during the entire period of the tenancy at his sole cost and expense, obtain and keep in full force and effect, content and liability insurance in an amount which the Landlord, acting reasonably, considers adequate. The Tenant agrees to provide the Landlord, upon demand at any time, proof that all insurance is in full force and effect.

**9. INDEMNIFICATION:** Tenant will indemnify and save harmless the Landlord, the Landlord's agents, servants and

workman from and against any and all claims, suits, actions, damages, and causes of action arising from injury, loss of life, or damage to property sustained in, or upon the Rented Premises.

**10. NOTICES:** The Tenant is to give maintenance requests/notices to the Landlord by emailing: [fix@vedaliving.ca](mailto:fix@vedaliving.ca). All other inquires/notices or requests are to be emailed to [veda@domushousing.com](mailto:veda@domushousing.com). They can also be phoned in at 250-300-1426. The Tenant further agrees that the Landlord may also communicate via email.

**11.** If any provisions in this contract are deemed invalid or not legal (Residential Tenancies Act is modified regularly), the remainder of the contract is still binding.

## Addendum B - STANDARD TERMS

pursuant to the Residential Tenancy Act, S.B.C.  
2002, c. 78, as amended

### Application of the Residential Tenancy Act

1 (1) The terms of this tenancy agreement and any changes or additions to the terms may not contradict or change any right or obligation under the Residential Tenancy Act or a regulation made under that Act, or any standard term. If a term of this tenancy agreement does contradict or change such a right, obligation or standard term, the term of the tenancy agreement is void.

(2) Any change or addition to this tenancy agreement must be agreed to in writing and initialed by both the landlord and the tenant. If a change is not agreed to in writing, is not initialed by both the landlord and the tenant or is unconscionable, it is not enforceable.

(3) The requirement for agreement under subsection (2) does not apply to the following:

- (a) a rent increase given in accordance with the *Residential Tenancy Act*,
- (b) a withdrawal of, or a restriction on, a service or facility in accordance with the *Residential Tenancy Act*,
- (c) a term in respect of which a landlord or tenant has obtained an order of the director that the agreement of the other is not required.

### Security deposit and pet damage deposit

2 (1) The landlord agrees

- (a) that the security deposit and pet damage deposit must each not exceed one half of the monthly rent payable for the residential property,
- (b) to keep the security deposit and pet damage deposit during the tenancy and pay interest on it in accordance with the regulation, and
- (c) to repay the security deposit and pet damage deposit and interest to the tenant within 15 days of the end of the tenancy agreement, unless
  - (i) the tenant agrees in writing to allow the landlord to keep an amount as payment for unpaid rent or damage, or
  - (ii) the landlord makes an application for dispute resolution under the Residential Tenancy Act within 15 days of the end of the tenancy agreement to claim some or all of the security deposit or pet damage deposit.

(2) The 15 day period starts on the later of

- (a) the date the tenancy ends, or
- (b) the date the landlord receives the tenant's forwarding address in writing.

(3) If a landlord does not comply with subsection (1), the landlord

- (a) may not make a claim against the security deposit or pet damage deposit, and
- (b) must pay the tenant double the amount of the security deposit, pet damage deposit, or both.

(4) The tenant may agree to use the security deposit and interest as rent only if the landlord gives written

consent.

## **Pets**

**3** Any term in this tenancy agreement that prohibits, or restricts the size of, a pet or that governs the tenant's obligations regarding the keeping of a pet on the residential property is subject to the rights and restrictions under the *Guide Animal Act*.

## **Condition Inspections**

**4** (1) In accordance with sections 23 and 35 of the Act [condition inspections] and Part 3 of the regulation [*condition inspections*], the landlord and tenant must inspect the condition of the rental unit together

- (a) when the tenant is entitled to possession,
- (b) when the tenant starts keeping a pet during the tenancy, if a condition inspection was not completed at the start of the tenancy, and
- (c) at the end of the tenancy.

(2) The landlord and tenant may agree on a different day for the condition inspection.

(3) The right of the landlord to claim against a security deposit or a pet damage deposit, or both, for damage to residential property is extinguished if the landlord does not perform the landlord's obligations under sections 23 and 35 of the *Residential Tenancy Act*.

(4) A right of the tenant to the return of a security deposit or a pet damage deposit, or both, is extinguished if the tenant fails to perform the tenant's obligations under section 23 and 35 of the *Residential Tenancy Act*.

## **Payment of rent**

**5** (1) The tenant must pay the rent on time, unless the tenant is permitted under the Act to deduct from the rent. If the rent is unpaid, the landlord may issue a notice to end a tenancy to the tenant, which may take effect not earlier than 10 days after the date the tenant receives the notice.

(2) The landlord must not take away or make the tenant pay extra for a service or facility that is already included in the rent, unless a reduction is made under section 27 (2) of the Act.

(3) The landlord must give the tenant a receipt for rent paid in cash.

(4) The landlord must return to the tenant on or before the last day of the tenancy any post-dated cheques for rent that remain in the possession of the landlord. If the landlord does not have a forwarding address for the tenant and the tenant has vacated the premises without notice to the landlord, the landlord must forward any post-dated cheques for rent to the tenant when the tenant provides a forwarding address in writing.

## **Rent increase**

**6** [*For example, if the rent is due on the 1st of the month and the tenant is given notice any time in January, including January 1st, there must be 3 whole months before the increase begins. In this example, the months are February, March and April, so the increase would begin on May 1st.*]

(1) Once a year the landlord may increase the rent for the existing tenant. The landlord may only increase the rent 12 months after the date that the existing rent was established with the tenant or 12 months after the date of the last legal rent increase for the tenant, even if there is a new landlord or a new tenant by way of an

assignment. The landlord must use the approved Notice of Rent Increase form available from any Residential Tenancy office or Government Agent.

(2) A landlord must give a tenant 3 whole months notice, in writing, of a rent increase.

(3) The landlord may increase the rent only in the amount set out by the regulation. If the tenant thinks the rent increase is more than is allowed by the regulation, the tenant may talk to the landlord or contact the Residential Tenancy office for assistance.

(4) Either the landlord or the tenant may obtain the percentage amount prescribed for a rent increase from the Residential Tenancy office.

### **Assign or sublet**

**7** (1) The tenant may assign or sublet the rental unit to another person with the written consent of the landlord. If this tenancy agreement is for a fixed length of 6 months or more, the landlord must not unreasonably withhold consent. Under an assignment a new tenant must assume all of the rights and obligations under the existing tenancy agreement, at the same rent. The landlord must not charge a fee or receive a benefit, directly or indirectly, for giving this consent.

(2) If a landlord unreasonably withholds consent to assign or sublet or charges a fee, the tenant may make an application for dispute resolution under the Residential Tenancy Act.

### **Repairs**

**8** (1) Landlord's obligations:

- (a) The landlord must provide and maintain the residential property in a reasonable state of decoration and repair, suitable for occupation by a tenant. The landlord must comply with health, safety and housing standards required by law.
- (b) If the landlord is required to make a repair to comply with the above obligations, the tenant may discuss it with the landlord. If the landlord refuses to make the repair, the tenant may make an application for dispute resolution under the Residential Tenancy Act seeking an order of the director for the completion and costs of the repair

(2) Tenant's obligations:

- (a) The tenant must maintain reasonable health, cleanliness and sanitary standards throughout the rental unit and the other residential property to which the tenant has access. The tenant must take the necessary steps to repair damage to the residential property caused by the actions or neglect of the tenant or a person permitted on the residential property by that tenant. The tenant is not responsible for repairs for reasonable wear and tear to the residential property.
- (b) If the tenant does not comply with the above obligations within a reasonable time, the landlord may discuss the matter with the tenant and may make an application for dispute resolution under the *Residential Tenancy Act* seeking an order of the director for the cost of repairs, serve a notice to end a tenancy, or both.

(3) Emergency repairs:

- (a) The landlord must post and maintain in a conspicuous place on the residential property, or give to the tenant in writing, the name and telephone number of the designated contact person for emergency repairs.
- (b) If emergency repairs are required, the tenant must make at least two attempts to telephone the designated contact person, and then give the landlord reasonable time to complete the repairs.

- (c) If the emergency repairs are still required, the tenant may undertake the repairs, and claim reimbursement from the landlord, provided a statement of account and receipts are given to the landlord. If the landlord does not reimburse the tenant as required, the tenant may deduct the cost from rent. The landlord may take over completion of the emergency repairs at any time.
- (d) Emergency repairs must be urgent and necessary for the health and safety of persons or preservation or use of the residential property and are limited to repairing
  - (i) major leaks in pipes or the roof,
  - (ii) damaged or blocked water or sewer pipes or plumbing fixtures,
  - (iii) the primary heating system,
  - (iv) damaged or defective locks that give access to a rental unit, or
  - (v) the electrical systems.

### **Occupants and guests**

- 9** (1) The landlord must not stop the tenant from having guests under reasonable circumstances in the rental unit.
- (2) The landlord must not impose restrictions on guests and must not require or accept any extra charge for daytime visits or overnight accommodation of guests.
- (3) If the number of occupants in the rental unit is unreasonable, the landlord may discuss the issue with the tenant and may serve a notice to end a tenancy. Disputes regarding the notice may be resolved by applying for dispute resolution under the *Residential Tenancy Act*.

### **Locks**

- 10** (1) The landlord must not change locks or other means of access to residential property unless the landlord provides each tenant with new keys or other means of access to the residential property.
- (2) The landlord must not change locks or other means of access to a rental unit unless the tenant agrees and is given new keys.
- (3) The tenant must not change locks or other means of access to
  - (a) common areas of residential property, unless the landlord consents to the change, or
  - (b) his or her rental unit, unless the landlord agrees in writing to, or the director has ordered, the change.

### **Landlord's entry into rental unit**

- 11** (1) For the duration of this tenancy agreement, the rental unit is the tenant's home and the tenant is entitled to quiet enjoyment, reasonable privacy, freedom from unreasonable disturbance, and exclusive use of the rental unit.
- (2) The landlord may enter the rental unit only if one of the following applies:
  - (a) at least 24 hours and not more than 30 days before the entry, the landlord gives the tenant a written notice which states
    - (i) the purpose for entering, which must be reasonable, and
    - (ii) the date and the time of the entry, which must be between 8 a.m. and 9 p.m. unless the tenant agrees otherwise;

- (b) there is an emergency and the entry is necessary to protect life or property;
  - (c) the tenant gives the landlord permission to enter at the time of entry or not more than 30 days before the entry;
  - (d) the tenant has abandoned the rental unit;
  - (e) the landlord has an order of the director or of a court saying the landlord may enter the rental unit;
  - (f) the landlord is providing housekeeping or related services and the entry is for that purpose and at a reasonable time.
- (3) The landlord may inspect the rental unit monthly in accordance with subsection (2) (a).

(4) If a landlord enters or is likely to enter the rental unit illegally, the tenant may make an application for dispute resolution under the Residential Tenancy Act seeking an order of the director to change the locks, keys or other means of access to the rental unit and prohibit the landlord from obtaining entry into the rental unit. At the end of the tenancy, the tenant must give the key to the rental unit to the landlord.

### Ending the tenancy

**12** *[For example, if the tenant wants to move at the end of May, the tenant must make sure the landlord receives written notice on or before April 30th.]*

(1) The tenant may end a monthly, weekly or other periodic tenancy by giving the landlord at least one month's written notice. A notice given the day before the rent is due in a given month ends the tenancy at the end of the following month.

(2) This notice must be in writing and must

- (a) include the address of the rental unit,
- (b) include the date the tenancy is to end,
- (c) be signed and dated by the tenant, and
- (d) include the specific grounds for ending the tenancy, if the tenant is ending a tenancy because the landlord has breached a material term of the tenancy.

(3) If this is a fixed term tenancy and the agreement does not require the tenant to vacate at the end of the tenancy, the agreement is renewed as a monthly tenancy on the same terms until the tenant gives notice to end a tenancy as required under the *Residential Tenancy Act*.

(4) The landlord may end the tenancy only for the reasons and only in the manner set out in the *Residential Tenancy Act* and the landlord must use the approved notice to end a tenancy form available from the Residential Tenancy office.

(5) The landlord and tenant may mutually agree in writing to end this tenancy agreement at any time.

(6) The tenant must vacate the residential property by 1 p.m. on the day the tenancy ends, unless the landlord and tenant otherwise agree.

### Ending the tenancy

**13** The landlord must give the tenant a copy of this agreement promptly, and in any event within 21 days of entering into the agreement.

### Dispute resolution

**14** Either the tenant or the landlord has the right to make an application for dispute resolution, as provided under the *Residential Tenancy Act*.

## Addendum C - INTERNET

We/I, the Tenant(s), hereby agree to have internet service provided to us by our Landlord and/or Domus Student Housing Inc. or their representatives. We/I understand the service being provided to us will have UNLIMITED bandwidth. We/I also understand that should we not be satisfied with the service or choose to not use the service for whatever reason, there will be no rebates or rent deductions given and we will obtain alternative service at our own cost.

We/I, the Tenant(s), further agree that we will not damage or cause to be damaged any part associated with our Internet Service and understand that we will be held liable for any damage that results in any tampering or modifying of any part of the Internet Service, including but not limited to modems, wires or other devices.

We/I understand internet service is provided free of charge and that the landlord, Domus Student Housing Inc. and/or any of their agents will not be held responsible for any outages or disruptions to the Internet service.

This service is being provided to you by your Landlord and/or Domus Student Housing Inc. or their representatives as consideration for you to provide the following documents to secure that there will be no interruption with these or services related to your tenancy:

- \* Signed Guarantor Form
- \* A pre-authorized payment form, for all rent payments to be submitted by due date.
- \* Any deposit due in accordance with your lease or other agreements with your Landlord and/or Domus Student Housing Inc. and/or their representatives.

Date by which package must be completed: May 21, 2016

## Addendum D - FURNITURE

### **Hold Harmless**

The Tenant further agrees to release, indemnify, and hold harmless the Landlord, Domus Student Housing Inc., its officers, employees, agents, contractors, and suppliers against any and all losses, accidents, liabilities, damages, injuries, expenses, and claims resulting in whole or part, directly or indirectly, from the appliances/furnishings identified above.

### **Damage or Loss to Furniture**

The Tenant acknowledges and agrees that the appliances/furnishings listed in Section A of this agreement are for use by the Tenant for their term in the tenancy and are not to be disposed of, sold, converted, destroyed, altered, damaged or moved in any way without the consent of the Landlord.

If the furnishings are disposed of, sold, converted, destroyed, altered, damaged, or moved in any way, without the authorization and consent of the Landlord, the Tenant will charge any and all reasonable amounts accrued for replacing or repairing said furniture to the Tenant and will not be limited to the amount of the deposit charged.

### **Release and Waiver**

#### *Assumption of Risk*

Once the furnishings are provided to the Tenant by the Landlord, the Landlord will not be held accountable or responsible for any loss sustained from the improper use of the furnishings and the Tenant further understands that they use the furnishings at their own risk.

The Tenant acknowledges and agrees that the Landlord is not liable for any personal injury or property damage during installation, use, and/or removal of the furnishings.

### **Insurance**

The Tenant is encouraged to obtain and or/maintain his or her own personal property loss insurance.

### Common Room Furniture

#### *Item*

TV

Desk Chair

Night Stand

Couch

Dining Table

Mattress

Headboard

Double Bed Frame

Cube

Cube



## **Addendum E: WAIVER**

### **CLEANING**

I understand that the property rented by me will be cleaned prior to move in but that I may have to clean it to my standards. I understand Domus will not re-send a cleaning crew to the property.

### **DAMAGES**

I promise to leave the property as I have received it and I will be responsible , as per my lease agreement, for any damages I or my guests cause beyond regular wear and tear. Should I cause any damage or leave the property messier/dirtier than the state I received it, I agree to be responsible for the cost of repairing and cleaning it.

### **INSURANCE**

I agree that I have been advised by management that my belongings should be insured, either by renter's insurance or extended coverage under my parent/guardian's home insurance. As per my lease agreement, I will not hold the management or owner liable for any damage to my belongings due to theft, flood, fire, or electrical issues. As well, I agree not to sue or hold the management liable for any malfunctions or household problems that could occur during my residency. Likewise, the management agrees to respond to all issues brought to their attention promptly and within the guidelines of the Residential Tenancies Act, 2006.

### **PETS**

Please note that Domus Student Housing Inc. has a NO PET POLICY. Pets are not permitted in the Rented Premises and "pet" includes, but is not limited to cats, dogs, rabbits, rodents, snakes, fish, reptiles, and turtles.

### **SMOKING**

All Domus Student Housing Inc. properties are non smoking buildings. Smoking inside, on balcony, or within 5 meters of the building is in violation of the conditions of the lease and could be subject to by-law charges. The commencement of eviction proceedings is at the sole discretion of the Landlord. Tenant agrees that a breach of the "No Smoking" policy shall be deemed serious interference with the Landlord and other Tenant's legal interests and reasonable enjoyment of the Rented Premises.

---

Sample Resident Signature



## Walk-In Permission

**842 Academy Way, Unit 132, Kelowna, BC**

I, Sample Resident, acknowledge that it is my sole responsibility to provide each rent payment, in the amount of \$925.00, before 2:00 p.m. on or before, the first day of each month from Sep 2017 to May 2020. Payments must be brought into the office of Domus Student Housing Inc.

***Should I not provide rent on time, I acknowledge that I will pay an extra \$50.00 to cover my utilities for the month that payment is late.***

Accepted forms of payment:

- Cheque
- Money Order
- Debit
- Credit card (Visa or Mastercard) - a 4% surcharge is added

---

Sample Resident Signature